

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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HOWARD KATZ,
Plaintiff,

-against-

JOE ROBERT MOGUS, et al,
Defendants.

CV 06-0574 ((DLI))(JO)

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STATE OF NEW YORK
COUNTY OF KINGS

I, Howard Katz, affirms under the penalties of perjury and states that I have knowledge of the foregoing and it is true, as follows:

1. The Defendant Joe Mogus and I met in New York on February 26, 1993. He obtained approximately \$4,400.00 in jewelry merchandise from me on account.. This merchandise was never returned or purchased. At the time of the meeting, Mr. Mogus agreed and signed the memorandum stating that the merchandise is for examination and inspection only and the property of Howard Katz. See Exhibit "A"
2. The Defendant Joe Mogus and I met in New York on November 18, 1993. He obtained approximately \$2,641.15 in jewelry merchandise from me. This merchandises was never returned or purchased. At the time of the meeting, Mr. Mogus agreed and signed the memorandum stating the merchandise is for examination and inspection only and the property of Howard Katz. See Exhibit "B"
3. The Defendant Joe Mogus and I met in New York on January 17, 1994. He obtained a memorandum in the amount of 16,761.47 for jewelry merchandise from me. This merchandises was never returned or purchased. At the time of the meeting, Mr. Mogus

agreed and signed the memorandum stating the merchandise is for examination and inspection only and the property of Howard Katz. See Exhibit “C”

4. The Defendant Joe Mogus and I met in New York on July 27,1998. He obtained in jewelry merchandise from me in the amount of approximately \$4,400.00. This merchandises was never returned or purchased. At the time of the meeting, Mr. Mogus agreed and signed the memorandum stating the merchandise is for examination and inspection only and the property of Howard Katz. See Exhibit “D”
5. Mr. Mogus has lived and done business in numerous states, including New York.
6. In a letter dated May 23rd (2006?), Defendant asks counsel of Plaintiff for a meeting in Harrisburg, Pennsylvania in reference to Katz v. Mogus, et al. before a scheduled June 7th conference. See Exhibit “ E ”.
7. Defendant made arrangements for Plaintiff repayment in the event of Defendant’s death. Defendant filed an addendum to his will at Morgan County Courthouse in Berkeley Springs, West Virginia. See Exhibit “F”.

WHEREFORE it is respectfully requested that the Court deny the motion of the Defendant to dismiss and that the Court retain jurisdiction of this matter.

Howard Katz

Affirmed and Subscribed to before me
October 31, 2006

Notary/Official